

Exhibit B



SERVICE AGREEMENT FOR TEMPORARY HEALTHCARE PROFESSIONAL COVERAGE

This Service Agreement for Temporary Healthcare Professional Coverage ("Agreement") by and between Sea Mar Community Health Centers ("Client"), with its principal place of business located at 1040 S. Henderson Seattle, WA 98108, and CompHealth Medical Staffing ("CompHealth"), with its principal place of business located at 6440 South Millrock Dr., Suite 175 Salt Lake City, UT 84121 (collectively the "Parties" and each individually a "Party") is hereby entered into, made and effective as of April 18, 2008 ("Effective Date").

Section A, Intent of Agreement

CompHealth is in the business of providing temporary allied healthcare professional staffing services. Client is in need of temporary staffing services. By this Agreement, the Parties intend that CompHealth will furnish healthcare professionals ("Provider(s)") to provide clinical services to Client on a temporary basis ("Provider Coverage") for the time periods requested by Client ("Assignment(s)"). Therefore, this Agreement describes the relationship between the Parties with respect to Provider Coverage.

Section B, Duties of CompHealth

B.1 Arrangement of Assignments

Client may request an unlimited number of Assignments hereunder. Once arrangements have been made for a Provider to furnish Provider Coverage in response to a requested Assignment, and upon Client's verbal acceptance of said Provider and Fees for the same (as defined below), the requested Assignment shall be binding upon Client and CompHealth will confirm the Assignment in writing ("Confirmation"). Confirmations shall be deemed received upon sending. Each Confirmation shall include the name and specialty of Provider furnishing services hereunder, the dates and location of the Assignment, the applicable Fees for the Assignment, the applicable Recruitment Fee (as defined below) for the Assignment and deviations to this Agreement for the related Assignment, if any. Client may object in writing to incorrect Confirmations promptly upon receipt, but in any event no later than 2 business day(s) after receipt. In the event Client objects to any Confirmation, CompHealth shall either correct the error or the Parties shall in good faith work to resolve any disagreement and a corrected Confirmation shall be issued once the Parties reach Agreement. All Assignments are binding and subject to the cancellation provisions below once Client has verbally accepted a Provider; incorrect, incomplete or delayed Confirmations do not create a right of cancellation. In the event that any changes are made to an Assignment after a Confirmation has been issued, a subsequent Confirmation will be issued which reflects the changes and such subsequent Confirmation shall be controlling.

B.2 Providers as Employees of CompHealth

Each Provider is an employee of CompHealth and CompHealth shall therefore be responsible for compensating Providers directly. CompHealth's obligation to compensate Providers includes the obligation to pay employment taxes and furnish Worker's Compensation coverage and other insurance as required by law.

B.3 Licensure, Competency

CompHealth shall require each Provider furnishing Provider Coverage hereunder to be appropriately licensed. Provider shall be responsible for maintaining his or her license in good standing, if applicable. Each Provider furnished by CompHealth hereunder will have been tested for competency prior to beginning an Assignment. CompHealth will furnish each Provider with orientation. The performance of Providers will be evaluated by CompHealth and training resources will be made available to each Provider.

B.4 Assignment of Billing Rights, Chart Documentation

Fees due from patients as a result of Provider Coverage belong to Client. If applicable, CompHealth agrees to direct Providers to promptly execute such documents as are reasonably required to assign billing rights to Client. CompHealth will direct Providers to promptly complete chart documentation. Client shall take all reasonable measures to complete transcription prior to Provider's departure from an Assignment.

B.5 Professional Liability Insurance

CompHealth shall provide professional liability insurance coverage for each Provider while on Assignment with Client to cover all incidents which may occur during an Assignment, regardless of when a claim is made, in limits of \$1,000,000 per Provider per incident and \$3,000,000 per Provider in the annual aggregate or such higher limits as may be required by law. Insurance coverage is subject to the terms of the policy and covers medical malpractice only.

B.6 General Liability Insurance

CompHealth shall provide general liability insurance to cover each Provider while on Assignment with Client in limits of \$1,000,000 per incident and \$3,000,000 per annual aggregate. Insurance coverage is subject to the terms of the policy.

Section C, Duties of Client**C.1 Client to Notify of Acceptability of Providers**

In response to Client's request for Provider Coverage and subject to availability, CompHealth will present Providers to Client for consideration. Client has the right to reject any Provider so presented. Confirmations shall not be issued until Client has verbally accepted the Provider presented and has verbally agreed to the applicable Fee(s) and Recruitment Fee.

C.2 Client to Furnish Practice Description, Establish Work Schedule and Furnish Equipment & Supplies, Reassignment (Floating)

For each Assignment, Client shall provide a practice description ("Practice Description"). Client agrees to not request Provider to perform work which materially deviates from the Practice Description. In the event a Provider is asked to float, Client agrees to not reassign Provider to perform work not contemplated by the Practice Description. For each Assignment, Client shall provide each Provider with a reasonable work schedule. Client shall be responsible to provide each Provider with reasonably maintained and usual and customary equipment and supplies, and a suitable practice environment in compliance with acceptable ethical, medical and legal standards.

C.3 Housing & Travel Arrangements

Unless otherwise specified in the Confirmation, for each Assignment CompHealth shall make arrangements for and provide: a) reasonable living accommodations to include standard amenities (standard amenities includes basic cable television, if available, utilities and local telephone service); b) reasonable round trip transportation to and from the Assignment; and c) local transportation or reimbursement for mileage at the then-current IRS per-mile rate in cases where Provider uses his or her personal automobile ("Travel and Housing", which definition shall include a pro rata allocation for automobile insurance). Client agrees to reimburse CompHealth for the cost of Travel and Housing. The Parties may agree on a per Assignment basis that Client shall make arrangements for and provide Travel and Housing at its cost (except that in all cases Client shall reimburse CompHealth for mileage when Provider uses his or her own personal automobile). Agreements for Client to provide Travel and Housing shall be stated in the Confirmation for the related Assignment. Notwithstanding the foregoing, Client shall have no liability for reimbursement of Travel and Housing expenses in cases where the parties have agreed to an all-inclusive Fee, which agreement shall be stated in the Confirmation for the related Assignment. In cases where the Parties have agreed upon an all-inclusive Fee, Client shall remain liable for Costs as defined in Section E.1 below in circumstances of cancellation where Costs may be assessed pursuant to Section E generally.

C.4 Practice Standards

Client shall comply with all applicable Joint Commission on Accreditation of Healthcare Organizations ("JCAHO", if so accredited, Client need not comply with JCAHO if not so accredited), OSHA, federal, state, local and other professional standards, laws, rules and regulations relating to patient care and work environment. CompHealth will direct Providers to comply with Client's policies and procedures and all applicable professional standards, laws, rules, regulations and JCAHO standards if Client is so accredited. It is Client's responsibility to inform Providers of Client policies and procedures including JCAHO standards.

C.5 Risk Management and Incident Reporting Cooperation

Client agrees to cooperate with CompHealth's reasonable risk management and quality assurance activities. Should Client become aware of an incident or claim which may give rise to a claim under CompHealth's professional liability policy of insurance, Client agrees to promptly notify CompHealth of the nature of the claim and report all necessary information related to the claim. If Client is itself a staffing company or group that provides medical coverage to facilities, Client agrees to require its clients to agree to promptly notify Client and CompHealth of any incidents or claims which may give rise to a claim under CompHealth's professional liability policy of insurance. Client understands and agrees that failure to report an incident may result in loss of coverage. The obligations of this Section C.5 shall survive any termination of this

Agreement. CompHealth has in place a formal Risk Management Protocol ("Protocol"), which policy details how incidents are reported, tracked and documented. The Protocol is available for review by Client upon request.

C.6 Change in Worksite Location

Should Client wish to change the location of the worksite during any Assignment, it agrees to secure CompHealth's advance permission. In the event that Client wishes to change the location of the worksite, and such change results in the Provider having to commute more than thirty (30) minutes or thirty (30) miles from Provider's housing accommodations, then the Parties shall mutually agree upon a resolution that fairly compensates CompHealth and Provider for the change, which may include but is not necessarily limited to charges for Costs (as defined in Section E.1 below) incurred in securing housing accommodations closer to the new worksite.

C.7 Competency

Client shall furnish Providers with orientation, competency assessment and training equivalent to that provided to Client's own employees upon Provider's arrival at Client's facility.

Section D, Fees

D.1 Fee Schedule

Client shall pay CompHealth fees ("Fee(s)") for Provider Coverage as specified in the Confirmation for the related Assignment. Per diems paid to Providers may be included in the definition of Fees and shall be reimbursed by Client if so indicated in the Confirmation.

D.2 Deposit, Costs of Obtaining Privileges

Upon a Confirmation being issued for the first Assignment requested under this Agreement, Client shall pay to CompHealth a deposit of \$0.00 to be credited towards the last two weeks of Provider Coverage and/or any applicable costs, such as Travel and Housing. No deposit shall be required for additional Assignments hereunder. Notwithstanding the foregoing, CompHealth reserves the right to require additional deposits during the Term of this Agreement if, in its sole discretion, Client's credit and payment history warrant doing so. If applicable, Client agrees to be responsible for payment of the costs associated with obtaining privileges, if any, for each Provider that furnishes Provider Coverage hereunder.

D.3 Invoicing

Fees are invoiced bi-weekly. Invoices will include applicable taxes. Fees are determined based upon Provider's work record. Invoices will include Housing and Travel charges incurred, if applicable, and other charges agreed upon in the Confirmation, if any. It is understood that Travel and Housing charges may not appear on invoices immediately after the charges have been incurred and will instead appear when CompHealth is billed for these charges by its vendors. Client will not be billed for Travel and Housing for all-inclusive Assignments, which agreement will be reflected in the Confirmation for the related Assignment. Upon request, CompHealth will provide a reconciliation within 30 days of the completion of an Assignment. Payment for each two-week period is due immediately upon receipt of an invoice for that period. Invoices shall be deemed received on the tenth (10th) business day after the date of invoice.

D.4 Holiday Premium

In addition to the Fees set forth in the Confirmation, Client agrees to pay a premium of one-half of the daily or hourly rate as established by the Confirmation ("Premium") for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and other holidays recognized by the Client's facility on which any Provider furnishes Provider Coverage ("Holiday(s)").

D.5 Minimum Workweek

CompHealth requires that a minimum of 36 hours per week per Provider ("Minimum Fee") be billed Client regardless of actual time worked. Therefore, if the total Fees for any one week are for less than the Minimum Fee, CompHealth will bill Client and Client agrees to pay the Minimum Fee. The Minimum Fee shall be reduced on a pro rata basis if the Provider working the Assignment voluntarily misses work for any reason (e.g. if the Provider calls in sick, fails to report to work, ~~etc.~~ *or the site is closed due to circumstances beyond Client control, e.g. Acts of nature, power outage*).

D.6 Failure to Issue Confirmation

Should CompHealth fail to issue a Confirmation for any Assignment, and Provider Coverage is rendered, CompHealth's failure shall not abrogate Client's responsibility for payment of Fees for the Provider Coverage received. In that instance, Fees and the Recruitment Fee (if Client or a third party offers Work, as described and defined below, to a Provider and Provider accepts) shall be charged at the current market rate for that specialty.

Section E, Term, Cancellation and Removal of Provider

E.1 Cancellation of an Assignment

For all Assignments for which verbal acceptance of a Provider has been given by Client, Client must provide to CompHealth written and verbal notice of cancellation of an Assignment at least thirty (30) days in advance. Written notice shall be deemed to be received upon sending. In the event that Client provides less than thirty (30) days notice of cancellation, Client shall be responsible for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days ("Penalty"). Client shall also be responsible for payment of other actual fees and charges that may result from cancellation of an Assignment, including but not limited to lost rents, security deposits and airfare ("Costs") or from Provider Coverage actually performed. In the event that an Assignment is scheduled less than thirty (30) days in advance and Client cancels, Client shall be responsible for payment of the total Fee due for the period covered by the Assignment up to a maximum of thirty (30) calendar days (also "Penalty") as well as Costs that may result from cancellation as described in this Section E.1. Notwithstanding the foregoing, and provided that Client communicated its minimum credentialing and/or privileging requirements in writing at the time it requested an Assignment, in the event that a Provider is not granted privileges required for any Assignment or does not meet Client's credentialing requirements, then Client shall not be liable for any Penalty or Costs associated with cancellation.

E.2 Requests for Provider Coverage

CompHealth does not guarantee the ability to fill Assignments requested hereunder. Only Assignments for which a Provider has been verbally accepted by Client shall be binding upon CompHealth. In the event a Provider for a binding Assignment cancels, CompHealth shall exercise best efforts to furnish a replacement Provider but shall have no other liability.

E.3. Termination of Agreement

Either Party may terminate this Agreement with thirty (30) days advance written notice, subject to Section E.1 above. In the event of Client's failure to pay monies due hereunder or other material breach, CompHealth may immediately terminate this Agreement with written notice. The obligation to pay monies due under this Agreement shall survive termination.

E.4 Term

The initial term of this Agreement ("Initial Term") shall begin on the Effective Date and continue for a period of one (1) year. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one-year periods (each a "Renewal Term") until terminated in accordance with Section E.3 above. "Initial Term" and "Renewal Term" may be used in this Agreement interchangeably with "Term".

E.5 Removal of Provider

Should Client determine that a Provider must be removed from an Assignment for reasons related to demonstrated professional incompetence, repeated unauthorized absence or repeated unauthorized tardiness at any time during the Assignment, Client shall communicate to CompHealth the reason for the removal request in advance of removal and cooperate with CompHealth in providing necessary risk management information (if applicable) and documentation of the reasons for removal. CompHealth shall verify and assess the reason for the requested removal and promptly notify Provider of the removal. CompHealth reserves the right to first counsel Provider and provide an opportunity for Provider to correct any deficiencies prior to any such removal if, in its reasonable discretion, there is no risk of patient endangerment. CompHealth will not remove a Provider from an Assignment for discriminatory reasons.

Section F, Later Placements

F.1 Client Offer of Position to Provider

Client agrees that should it, or any third party introduced to Provider by Client (when the introduction has been made for the purpose of enabling the third party to recruit Provider for Work or when the third party is a facility to whom Client has furnished Provider's services), offer Work (as defined below) to any Provider introduced to Client by CompHealth during the Term of this Agreement and for a period of 1 years after the first date of introduction to Client or, if Provider has furnished Provider Coverage for Client, for a period of 1 years after the last day of Provider's last Assignment with Client under this Agreement, and said offer is accepted, then Client shall pay to CompHealth as consideration for the introduction a recruitment fee in the amount as listed in the related Confirmation ("Recruitment Fee") per Provider so hired or engaged, regardless of whether or not that Provider actually performed work for Client through CompHealth. The obligations of this Section F.1 shall survive termination of this Agreement.

F.2 Client Notification of Previous Knowledge of Provider

Client must inform CompHealth in writing within 2 business days if any Provider presented by CompHealth is already known to Client through means other than CompHealth. If Client fails to so notify CompHealth, CompHealth shall be deemed to have made the introduction.

F.3 Recruitment Fee Payment Terms

Once a Provider accepts Work, the Recruitment Fee must be paid in full prior to the first day the Provider performs services in the new position. Fees shall be assessed for Provider Coverage up to the date the Recruitment Fee is paid. Once the Recruitment Fee is paid for any Provider under this Agreement, CompHealth shall not assess further Fees for that Provider and there shall be no further obligation as between CompHealth and Client with respect to that Provider except for Client's obligation to reimburse CompHealth for outstanding Travel and Housing, if any.

F.4 Definition of Work

For purposes of this Agreement, "Work" shall mean an offer to work, said offer being either verbal or written, on a part or full time basis, temporary or permanent, directly as an employee or independent contractor or indirectly when arranged through another staffing company.

Section G, Standards of Service**G.1 Medicare and Medicaid Fraud Representation**

Each Party represents that it is not currently under investigation or debarred by any state or federal governmental agency for Medicare or Medicaid fraud. Further, each Party represents that to the best of its reasonable knowledge its currently practicing staff (to include for CompHealth the Providers and for Client its Providers and staff, hereinafter collectively "Staff") are not under sanction by a state or federal governmental agency, that its Staff are not currently excluded from participating in the Medicare or Medicaid programs, and that no such proceeding is pending. In the event an investigation of a Party is initiated by any state or federal governmental agency, or it is discovered that the representations contained herein are false, the non-breaching Party reserves the right to immediately terminate this Agreement. It is understood and agreed to by the Parties that the ability to verify if any Staff are currently debarred is dependent upon the accuracy of the information contained on the OIG list of excluded persons and the representations of each individual Staff.

G.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

CompHealth and its Providers are not business associates of Client pursuant to the definition of "business associate" found in 45 CFR 160.103 because Providers are members of Client's workforce (See Also 45 CFR 160.103 definition of "workforce"). Notwithstanding the foregoing, as a business associate of other covered entities, CompHealth has implemented appropriate safeguards and maintains individually identifiable patient health information ("PHI", which shall include electronic PHI) as confidential. To that end, CompHealth will use and disclose only the minimum necessary PHI and will use and disclose PHI only as permitted under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") for legal, management and administrative purposes in connection with treatment, payment and operations or as required by law. CompHealth will require third parties to whom it may disclose PHI to agree in writing to similar restrictions and will provide Client and/or any patient an accounting of disclosures as described in HIPAA. CompHealth will promptly notify Client of unauthorized disclosures and will permit patients to request amendment to or correction of PHI. All PHI received from Client shall remain Client's property and will be returned or, if return is infeasible, destroyed, upon termination of this Agreement. CompHealth agrees to execute a business associate agreement with Client to supplement this Agreement if so requested, upon terms and conditions mutually agreeable to the Parties.

G.3 Availability of Books and Records

To assist Client in verification of Medicare and Medicaid reimbursable costs, and in order to fulfill HIPAA requirements, CompHealth agrees for the time period required by law after furnishing services hereunder to make available to Client and appropriate governmental authorities at CompHealth corporate offices such agreements, books, documents, and records as are required by law.

G.4 Criminal Background Check, Drug Screen, Immunization and Communicable Disease Certification

As part of the credentialing process, CompHealth will perform a criminal background check on each Provider to verify that Providers have not been convicted of a felony in any county of residence (as provided by Provider) in the last seven (7) years. CompHealth will require each Provider to submit to a drug test and will not furnish Providers who have tested positive for drug use (subject to verification of false positives as required by certain state's laws). Upon Client request, CompHealth shall also require Providers to provide CompHealth evidence of immunization and certification that Provider is free from communicable diseases which are readily transferable.

Section H, Miscellaneous Provisions

H.1 Interest and Attorney's Fees

Client agrees to pay all expenses and costs, including interest and attorneys' fees, which may be incurred if collection efforts are necessary to enforce this Agreement. Client agrees to pay interest at a rate of 1-1/2 percent per month on any unpaid balance.

H.2 Patient Compensation Funds

Client agrees to reimburse CompHealth for the actual amounts assessed against CompHealth in connection with Provider Coverage performed under mandatory state patient compensation or medical professional liability funds when Provider Coverage is furnished in a state with such funds.

H.3 Entire Agreement, Amendments

This Agreement contains the entire agreement between CompHealth and Client relating to Provider Coverage. This Agreement supersedes all previous contracts and all prior agreements between the Parties relating to Provider Coverage. This Agreement may be limited to a particular department or division of Client if so indicated, in which case this is the entire agreement between the Parties relating to Provider Coverage for that particular department or division only and supersedes all prior agreements relating to that particular department or division only. Confirmations hereunder, which shall be in writing but shall not require a signature, may function to amend this Agreement on a per Assignment basis only. All other amendments to this Agreement must be in writing and signed by both Parties. In the event of a conflict between this Agreement and any Confirmation, the Confirmation shall control with respect to the Assignment covered by the Confirmation only.

H.4 Notices

For all notices required hereunder, including Confirmations, acceptable forms of communication include facsimile, electronic mail or letter sent via U.S. mail or express delivery. Notices communicated via U.S. mail or express delivery shall be effective if sent to the physical address listed in the introductory paragraph of this Agreement or such other address as may be designated in writing. Notices communicated via facsimile and electronic mail shall be effective if sent to the facsimile number and electronic mail address used by the Parties in the regular course of dealing hereunder.

H.5 Severability, Successors, Discrimination, Governing Law

If any provision of this Agreement is deemed to be invalid by a court of competent jurisdiction, all other provisions will remain effective. Failure to exercise or enforce any right under this Agreement shall not be construed to be a waiver. This Agreement shall inure to the benefit of and bind each Party's successors in interest. Neither Party shall discriminate against any Provider on the basis of race, age, gender, disability, religion, national origin, military/veteran status, pregnancy, or sexual orientation. This Agreement shall be governed by the laws of the State of WA.

H.6 Client as Staffing Company or Medical Group Furnishing Clinical Services to Facilities

In the event that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities, Client agrees to require its clients to agree to the provisions of Sections C.2, C.4, C.5 and G.1 of this Agreement. The fact that Client is itself a staffing company or medical group using CompHealth Providers to furnish clinical services to facilities shall not limit, modify or reduce any of Client's obligations hereunder.

H.7 Facsimile Signature Deemed Original, Permission to Fax and E-Mail

A facsimile signature hereon shall have the same effect as an original. By signature below, Client expressly grants CompHealth permission to send Client unsolicited advertisements and other marketing materials via facsimile and electronic mail.

H.8 Use of Subcontractors

CompHealth may occasionally use subcontractors to assist it in furnishing Provider Coverage. In cases where subcontractors are used, subcontractors shall be held to the same quality standards as have been adopted by CompHealth and shall be required to meet all the requirements and perform all the obligations contained in this Agreement. CompHealth will monitor subcontractors for quality purposes.

H.9 Handwritten Revisions

Handwritten revisions made to this Agreement which are not initialed and dated by CompHealth will be deemed to have been rejected.

The Parties acknowledge by their signatures below that they have read, understand and agree to the foregoing Service Agreement for Temporary Healthcare Professional Coverage. By signature below, the undersigned represents that he or she has authority to bind his or her respective Party to the foregoing.

SEA MAR COMMUNITY HEALTH CENTERS

By: 

Title: Executive Director

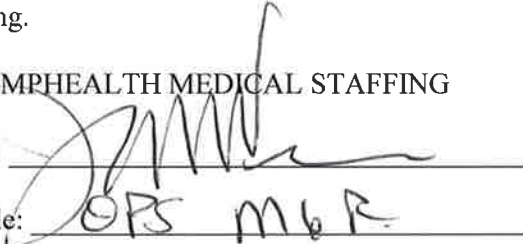
Date: 5/26/2008

Printed Name: Rogelio Riojas

91-1020139

Federal Tax I.D. # or Social Security #

COMPHEALTH MEDICAL STAFFING

By: 

Title: OPS MGR

Date: 6/23/08

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PANP	Hourly Reg	\$90.00	Per	Hour	Up to 40 hours per week (all-inclusive)
PANP	Hourly OT	\$135.00	Per	Hour	Over 40 hours per week, holiday worked (all-inc)
PANP	OnCallHr	\$10.00	Per	Hour	Beeper Fee
PANP	Callbacks	\$135.00	Per	Hour	Call Back to Facility
PANP	Placement	30%	Of	1 st year total compensation package	Contract Buyout/Recruitment Fee